

**Agreement
regarding
Radio Control Unit (RCU)
and
Amendment #44**

This Agreement is executed by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix ERG Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B. The Contractor has provided Radio Control Unit (RCU) to King County and Sound Transit for installation on vehicles operated by the County.

C. Because it is not clear to what extent the absence of a timer affects the RCU, the Parties have agreed to price reduction, subject to the terms and conditions set forth below.

D. This Agreement also constitutes "Amendment 44" inasmuch as its terms are intended to supersede and amend any conflicting provisions in the Contract.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Contractor and the Agencies agree to the above Recitals, which are incorporated by reference herein, and the following terms:

1.0 Amended Price

In consideration for the Contractor not being required to replace all RCU devices, the Parties have agreed to reduce the amount payable per "RCU Hardware and Harness" under Exhibit 9, Sec. XIX, by \$122, from \$833.22 to \$711.22. Said Section is amended to read as follows:

XIX. KING COUNTY RADIO CONTROL UNIT

Per Section 3.I-76.3.10

A. Design and Development	\$480,251 lump sum
B. RCU Hardware and Harness	\$711.22 per unit

Said reduction will be applied to all RCU devices delivered to the Agencies without a watchdog circuit as of the date of this Agreement and thereafter. In accordance with Section 2.0, the Contractor will repay the Agencies the difference for RCU devices for which payment at the higher price has already been made.

2.0 Refund on Prior Payment

King County and Sound Transit have already paid the Contractor for 123 RCU devices. Applying the price reduction of \$122 per unit, the Contractor agrees to repay King County and Sound Transit the following amounts:

KCM: \$13,551.52 (102 RCU devices @ \$122 = \$12,444 + tax at 8.9% (\$1,107.52))

ST: \$2,790.02 (21 RCU devices @ \$122 = \$2562 + tax at 8.9% (\$228.02))

3.0 "As Built" Drawings

The Contractor will provide the Agencies with "as built" drawings of the RCU by June 1, 2009.

4.0 Resolution of Issues

The Agencies reserve their right to identify issues and problems with the RCU devices and Contractor will respond by diagnosing and resolving issues with the RCU by revising the software and/or hardware as necessary, through Full System Acceptance and until the end of the Warranty Period.

5.0 Possible Addition of Watchdog Timer

If it is subsequently determined that it is necessary to resolving any issues by adding the watchdog timer circuit, a replacement program will be implemented in accordance with the following minimum terms.

- a. Contractor will submit to the Agencies a design for revising the RCU hardware and/or software to include a watchdog timer circuit. Upon issuance of a NAC by the Agencies for said design in accordance with the Contract, the Contractor shall develop the necessary revisions and perform Electromagnetic Compatibility (EMC) Testing, Factory Acceptance Testing and System Integration Testing on a revised RCU. Upon successful completion of such testing, Contractor shall provide written test reports to the Agencies.
- b. Contractor shall provide five (5) RCU devices with said watchdog timer circuits for the Agencies to test in the Regional Test Bed (RTB) and, if successful on the RTB, then to test on selected buses.
- c. After successful testing by the Agencies, the Contractor will provide at least ten (10) RCU devices with said watchdog timer circuits for each County business day. The County will perform replacement of all installed RCUs without timers.
- d. The \$122.00 deduction per device taken above will be payable to Contractor by the County after all RCU's have been replaced and are working in accordance with the design in accordance with the Contract.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the spaces provided below.

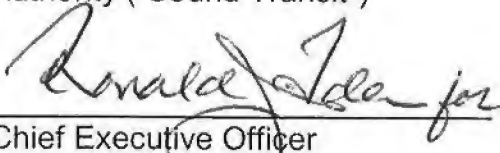
ERG Transit Systems (USA) Inc.

By: 

Title: Project Manager

Date: April 17, 2009

Central Puget Sound Regional Transit
Authority ("Sound Transit")



Chief Executive Officer

Date: 5/7/09

Snohomish County Public
Transportation Benefit Area
("Community Transit")

Chief Executive Officer

Date: _____

King County

Transit General Manager

Date: _____

Kitsap County Public Transportation
Benefit Area ("Kitsap Transit")

Executive Director

Date: _____

Pierce County Public Transportation
Benefit Area ("Pierce Transit")

Chief Executive Officer

Date: _____

City of Everett ("Everett Transit")

Transportation Services Director

Date: _____

Ferries Division
("Washington State Ferries")

Assistant Secretary for Washington State Ferries

Date: _____

Central Puget Sound Regional Transit
Authority ("Sound Transit")

Chief Executive Officer

Date: _____

Snohomish County Public
Transportation Benefit Area
("Community Transit")

Chief Executive Officer

Date: _____

King County



Transit General Manager

Date: 4/29/09

Kitsap County Public Transportation
Benefit Area ("Kitsap Transit")

Executive Director

Date: _____

Pierce County Public Transportation
Benefit Area ("Pierce Transit")

Chief Executive Officer

Date: _____

City of Everett ("Everett Transit")

Transportation Services Director

Date: _____

Ferries Division
("Washington State Ferries")

Assistant Secretary for Washington State Ferries

Date: _____

Central Puget Sound Regional Transit
Authority ("Sound Transit")

Chief Executive Officer

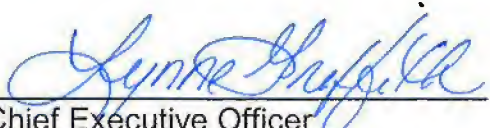
Date: _____

King County

Transit General Manager

Date: _____

Pierce County Public Transportation
Benefit Area ("Pierce Transit")



Chief Executive Officer

LF
Date: 4/30/09

Ferries Division
("Washington State Ferries")

Assistant Secretary for Washington State Ferries

Date: _____

Snohomish County Public
Transportation Benefit Area
("Community Transit")

Chief Executive Officer

Date: _____

Kitsap County Public Transportation
Benefit Area ("Kitsap Transit")

Executive Director

Date: _____

City of Everett ("Everett Transit")

Transportation Services Director

Date: _____

Central Puget Sound Regional Transit
Authority ("Sound Transit")

Chief Executive Officer

Date: _____

King County

Transit General Manager

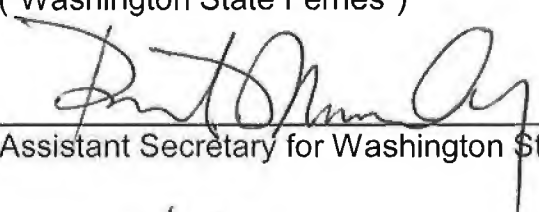
Date: _____

Pierce County Public Transportation
Benefit Area ("Pierce Transit")

Chief Executive Officer

Date: _____

Ferries Division
("Washington State Ferries")



Assistant Secretary for Washington State Ferries

Date: 5/7/09

Snohomish County Public
Transportation Benefit Area
("Community Transit")

Chief Executive Officer

Date: _____

Kitsap County Public Transportation
Benefit Area ("Kitsap Transit")

Executive Director

Date: _____

City of Everett ("Everett Transit")

Transportation Services Director

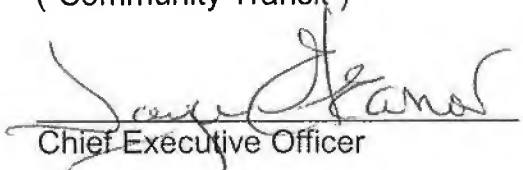
Date: _____

Central Puget Sound Regional Transit
Authority ("Sound Transit")

Chief Executive Officer

Date: _____

Snohomish County Public
Transportation Benefit Area
("Community Transit")



Chief Executive Officer

Date: 5/11/09

King County

Transit General Manager

Date: _____

Kitsap County Public Transportation
Benefit Area ("Kitsap Transit")

Executive Director

Date: _____

Pierce County Public Transportation
Benefit Area ("Pierce Transit")

Chief Executive Officer

Date: _____

City of Everett ("Everett Transit")

Transportation Services Director

Date: _____

Ferries Division
("Washington State Ferries")

Assistant Secretary for Washington State Ferries

Date: _____

Central Puget Sound Regional Transit
Authority ("Sound Transit")

Chief Executive Officer

Date: _____

King County

Transit General Manager

Date: _____

Pierce County Public Transportation
Benefit Area ("Pierce Transit")

Chief Executive Officer

Date: _____

Ferries Division
("Washington State Ferries")

Assistant Secretary for Washington State Ferries

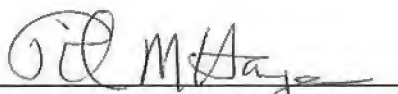
Date: _____

Snohomish County Public
Transportation Benefit Area
("Community Transit")

Chief Executive Officer

Date: _____

Kitsap County Public Transportation
Benefit Area ("Kitsap Transit")



Executive Director

Date: 4/29/09

City of Everett ("Everett Transit")

Transportation Services Director

Date: _____

Central Puget Sound Regional Transit
Authority ("Sound Transit")

Chief Executive Officer

Date: _____

King County

Transit General Manager

Date: _____

Pierce County Public Transportation
Benefit Area ("Pierce Transit")

Chief Executive Officer

Date: _____

Ferries Division
("Washington State Ferries")

Assistant Secretary for Washington State Ferries

Date: _____

Snohomish County Public
Transportation Benefit Area
("Community Transit")

Chief Executive Officer

Date: _____

Kitsap County Public Transportation
Benefit Area ("Kitsap Transit")

Executive Director

Date: _____

City of Everett ("Everett Transit")



Transportation Services Director

Date: 4-30-09